

PLEASE READ THESE ENTERPRISE TERMS ("TERMS") CAREFULLY BEFORE USING THE SERVICES OFFERED BY VULNCHECK INC. ("VULNCHECK"). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH VULNCHECK WHICH REFERENCE THESE TERMS (EACH, AN "ORDER FORM"), YOU ("CUSTOMER") AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE "AGREEMENT") TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. Order Forms; Access to the Service; Customer Products. Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. For each Order Form, subject to Customer's compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) VulnCheck grants Customer a nonexclusive, limited, personal, nonsublicensable, nontransferable right and license to access and use the VulnCheck product(s) and/or service(s) specified in such Order Form (collectively, the "Service," or "Services") during the applicable Order Form Term (as defined below) for the purpose of (i) integrating the Services into the Customer Products set forth on such Order Form, and (ii) providing such Customer Products to Customer's end users, only as provided herein and only in accordance with VulnCheck's applicable official user documentation for such Service (the "Documentation"). The Service may only be integrated into Customer Products that provide substantial additional value independent from the Service itself.

2. Implementation. Upon payment of any applicable fees set forth in each Order Form, VulnCheck agrees to use reasonable commercial efforts to provide standard implementation assistance for the Service only if and to the extent such assistance is set forth on such Order Form ("Implementation Assistance"). If VulnCheck provides Implementation Assistance in excess of any agreed-upon hours estimate, or if VulnCheck otherwise provides additional services beyond those agreed in an Order Form, Customer will pay VulnCheck at its then-current hourly rates for consultation.

3. Support; Service Levels. Subject to Customer's payment of all applicable fees, VulnCheck will provide support, maintenance, and uptime for each Service in accordance with (i) the support package selected by Customer on the applicable Order Form (if any) and (ii) VulnCheck's then-current standard Support and Availability Policy.

4. Service Updates. From time to time, VulnCheck may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge ("Updates"), and such Updates will become part of the Services and subject to this Agreement; provided that VulnCheck shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that VulnCheck may make improvements and modifications to the Services at

any time in its sole discretion; provided that VulnCheck shall use commercially reasonable efforts to give Customer reasonable prior notice of any major changes which may impact the Customer's usage of the service.

5. Ownership; Feedback. As between the parties, VulnCheck retains all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by VulnCheck for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the "Services" and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may (but is not obligated to) provide suggestions, comments or other feedback to VulnCheck with respect to the Service ("Feedback"). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for VulnCheck notwithstanding anything else. VulnCheck acknowledges and agrees that all Feedback is provided "AS IS" and without warranty of any kind. Customer shall, and hereby does, grant to VulnCheck a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair VulnCheck's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

6. Fees; Payment. Customer shall pay VulnCheck fees for the Service as set forth in each Order Form ("Fees"). Unless otherwise specified in an Order Form, all Fees shall be invoiced annually in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with Service (excluding taxes based on VulnCheck's net income). All Fees paid are non-refundable and are not subject to set-off. If Customer exceeds any user or usage limitations set forth on an Order Form, then (i) VulnCheck shall invoice Customer for such additional users or usage at the overage rates set forth on the Order Form (or if no overage rates are set forth on the Order Form, at VulnCheck's then-current standard overage rates for such usage), in each case on a pro-rata basis from the first date of such excess usage through the end of the Order Form Initial Term or then-current Order Form Renewal Term (as applicable), and (ii) if such Order Form Term renews (in accordance with the section entitled "Term; Termination", below, such renewal shall include the

additional fees for such excess users and usage.

7. Restrictions. Except as expressly set forth in this Agreement, Customer shall not (and shall not allow any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service (except for integrating the Service into Customer Products as expressly permitted herein); (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party (except as integrated into Customer Products as expressly permitted herein); (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) without limiting Customer's right to integrate the Service into Customer Products as set forth herein, use the Service to build an application or product that is competitive with any VulnCheck product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures VulnCheck may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service). Customer is responsible for all of Customer's activity in connection with the Service, including but not limited to uploading Customer Data (as defined below) onto the Service. Customer (a) shall use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (b) shall not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights. Data that Customer obtains from the Services is referred to as "Service Data". Customer may not make the Services Data available for free or under an open source or similar license.

8. Confidential Information. From time to time during the Term (as defined below), either party may disclose or make available to the other party nonpublic information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) generally available to the public; (b) known to the receiving party at the time of disclosure without restriction; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party without access to or use of the Confidential Information. As the receiving party, each party will (a) hold Confidential Information in

confidence and not disclose it to any person or entity, except to the receiving party's employees, consultants, agents or representatives who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order will first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party will promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date such Confidential Information is first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations will survive for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Customer Data. For purposes of this Agreement, "Customer Data" shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not VulnCheck, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Customer represents and warrants that it has all rights necessary to provide the Customer Data to VulnCheck as contemplated hereunder, in each case without any infringement, violation or misappropriation of any third party rights (including, without limitation, intellectual property rights and rights of privacy). VulnCheck shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data. VulnCheck is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Service unless such access is due to VulnCheck's gross negligence or willful misconduct. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer's account is ninety (90) days or more delinquent. Notwithstanding anything to the contrary, Customer

acknowledges and agrees that VulnCheck may (i) internally use and modify (but not disclose) Customer Data for the purposes of (A) providing the Service to Customer and (B) generating Aggregated Anonymous Data (as defined below), and (ii) freely use, retain and make available Aggregated Anonymous Data for VulnCheck's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing VulnCheck's products and services). "Aggregated Anonymous Data" means data submitted to, collected by, or generated by VulnCheck in connection with Customer's use of the Service, but only in aggregate, anonymized form which can in no way be linked specifically to Customer.

10. Third Party Services. Customer acknowledges and agrees that: (i) the Service may incorporate certain information, data, and materials from third party providers (collectively, "Third Party Services"), including without limitation through integrations or connectors to such Third Party Services that are provided by VulnCheck; (ii) without limiting any rights that Customer may have under any separate agreement between Customer and any provider of a Third Party Service, Third Party Services may only be used in conjunction with the Service; and (iii) Customer's use of the Third Party Services hereunder shall be subject to (and Customer agrees it is bound by) the third party terms and conditions referenced at Third Party Terms (the "Third Party Terms Site"), as they may be modified from time to time by VulnCheck and/or its third party licensors or suppliers at any time in accordance with this Section 10 (collectively, the "Third Party Terms"), and which are incorporated into this Agreement by reference. In the event that VulnCheck makes any update to the Third Party Terms, VulnCheck will use reasonable efforts to notify Customer of such update (email to suffice) at least 2 weeks in advance, which notice will describe the applicable update, as well as the effective date of such update (which will be at least 2 weeks after the date of such notice). Provided that VulnCheck has followed the foregoing procedure, any use by Customer of the Service following the effective date of an update to the Third Party Terms shall constitute acceptance of such update. VulnCheck does not make any representations or warranties with respect to Third Party Services or any third party providers. VulnCheck cannot and does not guarantee that the Service shall incorporate (or continue to incorporate) any particular Third Party Services.

11. Term; Termination. This Agreement shall commence upon the date of the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Terms (the "Term"). For each Order Form, unless otherwise specified therein, the "Order Form Term" shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, (x) shall continue for the initial term specified on such Order Form (the "Order Form Initial Term"), and (y) following the Order Form Initial Term, shall automatically renew for additional successive

periods of equal duration to the Order Form Initial Term (each, a "Order Form Renewal Term") unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, VulnCheck may suspend or limit Customer's access to or use of the Service if (i) Customer's account is more than sixty (60) days past due, or (ii) Customer's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with VulnCheck's ability to provide access to the Service to other customers; provided that in the case of subsection (ii): (a) VulnCheck shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, VulnCheck shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) VulnCheck shall reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability. For clarity, any services provided by VulnCheck to Customer, including the data export set out above, and any assistance in exporting the Customer Data, shall be billable at VulnCheck's standard rates then in effect.

12. Free/Trial Use. VulnCheck may make the Service or certain editions of the Service (e.g., a free trial, or a "community" version) available to Customer free of charge ("Free Offerings"). Notwithstanding anything else, (i) unless otherwise set forth on an Order Form, (A) for any Free Offering that consists of a free trial, the Order Form Initial Term will be 30 days, commencing upon the date of Customer's first use of or access to the Free Offerings, and the Order Form Initial Term will not extend or renew unless mutually agreed by VulnCheck and Customer in writing, and (B) for all other Free Offerings, the Order Form Initial Term for will be one month, commencing upon the date of Customer's first use of or access to the Free Offerings (subject to renewal as set forth above), (ii) If Customer provides any data in connection with a Free Offering (including, without limitation, any personally identifiable information), VulnCheck shall have no obligations with respect to such data, and VulnCheck expressly disclaims any liability with respect to such data, which includes, but is not limited to, liability arising from any data security or applicable privacy laws, (iii) Free

Offerings are provided "AS-IS," without warranty of any kind, (iv) VulnCheck shall not have any obligation to provide any support for Free Offerings (including, without limitation, pursuant to Section 3 (Support; Service Levels)), and (v) VulnCheck shall have no obligations under Section 13 (Indemnification) or liability of any kind with respect to Free Offerings (unless such exclusion of liability is not enforceable under applicable law, in which case VulnCheck's liability with respect to the Free Offerings shall not exceed \$100.00). In the event that Customer incorporates any Free Offering (including any data provided by or obtained from a Free Offering) into a Customer Product, Customer shall ensure that (i) the user interface of such Customer Product and (ii) any outputs of such Customer Product display a prominent attribution notice that the Service (including such data) is used in the Customer Product (an "Attribution Notice"). Customer will comply with any and all guidelines and instructions provided by Company with respect to the form and format of the Attribution Notice (including that may be set forth in the Documentation). Any goodwill arising from the Attribution Notice and the use thereof will inure solely to the benefit of Company. If Customer signs up for any Free Offering, Customer agrees that VulnCheck may use Customer's name and logo to refer to Customer as a customer of VulnCheck on its website and in marketing materials.

13. Indemnification. Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that (i) (A) in the case of Customer as Indemnitor, that the Customer Data or Customer's use of the Service infringes, violates, or misappropriates any third party intellectual property or proprietary right, including any rights of privacy, or violates any applicable law, or (B) in the case of VulnCheck as Indemnitor, the Service infringes, violates, or misappropriates any third party intellectual property or proprietary right, or (ii) the Service (in the case of VulnCheck as Indemnitor), infringes, violates, or misappropriates any third party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (x) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (y) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (z) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of VulnCheck do not apply with respect to the Service or any information, technology, materials or

data (or any portions or components of the foregoing) to the extent (i) not created or provided by VulnCheck (including without limitation any Customer Data or Third Party Services), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by VulnCheck, (iv) combined with other products, processes or materials not provided by VulnCheck (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Service is not strictly in accordance herewith.

14. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

15. Limitation of Liability. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND FOR CUSTOMER'S BREACH OF SECTION 7, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO VULNCHECK HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

16. Miscellaneous. This Agreement represents the entire agreement between Customer and VulnCheck with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and VulnCheck with respect thereto. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in Boston, Massachusetts. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the

Order Form. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) VulnCheck may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.